

INSTRUCTIONS AND SPECIAL CONDITIONS  
FOR  
OFFICE SUPPLIES

1. SCOPE

- 1.1 Purpose. The purpose of this Invitation for Bid is to establish a source of supply for the purchase of office supplies (includes office staplers, shears, tape, and writing instruments) by all state agencies and by governing authorities within the geographic limits of the State of Mississippi.
- 1.2 Term. The term of the Contract shall be for a period of six (6) months with an option to renew for four (4) additional twelve (12) month periods provided, however, any increase in price must be in accordance with Section 2.4, Price Adjustment. The effective date is expected to be May 1, 2015. The effective date of the extensions, if granted, will be November 1, 2015, 2016, 2017, and 2018. The Office of Purchasing and Travel reserves the right to extend the term, when necessary, to continue a source of supply whenever new or replacement Contracts are not completed prior to the expiration date. Such extensions are dependent upon the agreement of the Contractor and shall not exceed three (3) months.
- 1.3 Volume. The total quantity of purchases of any individual commodity on the Contract is not known. The usage shown in the State of Mississippi e-procurement system is for a nine-month period. The Office of Purchasing and Travel does not guarantee that the State will buy any specified commodity or any total amount. The omission of an estimated purchase quantity does not indicate a lack of need, but rather a lack of historical purchase information. All orders received by the Contractor during the term of the Contract shall be filled in accordance with the terms and conditions hereinafter set forth.
- 1.4 Statewide Term Contract. A Statewide Term Contract will be awarded by the Office of Purchasing and Travel pursuant to Mississippi law and the provisions contained herein.
- 1.5 Restriction. No purchases are to be made from this Contract of any commodity that is not listed or of any commodity that is currently authorized under any Contract awarded prior to this Contract.
- 1.6 Additions/Deletions/Changes. The Office of Purchasing and Travel reserves the right to add commodities and/or Contractors and to make other changes that are within the original scope of the Contract during the term of the Contract. Any such change will be made through the competitive bid process.
- 1.7 Exemptions/Special Conditions. The Office of Purchasing and Travel reserves the right to authorize agencies to make purchases outside the terms of this contract if it is deemed to be in the best interest of the agency and the State and in compliance with statutory bidding requirements.

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### 2. SPECIAL CONDITIONS

- 2.1 Bids Based on State Specifications. Bids are requested on commodities that meet the specifications (Refer to General Conditions 1.4 and 1.5).
- 2.2 Firm Bid Price Period. Prices quoted shall be firm for the first six (6) months of the contract and may then be adjusted at the times and under the conditions set forth in Sections 2.4 and 2.5.
- 2.3 Price Increase Rejected. Re: 2.2 above. Any request for price increase which is not in compliance with Section 2.4 will be rejected. Should this rejection result in a cancellation of the Contract, a new contract will be established as per prescribed competitive bid procedures. Bids submitted by the Vendor causing cancellation will not be considered. Further, that Vendor shall be disqualified from bidding for a period of 24 months.
- 2.4 Price Adjustment. Price increases will not be allowed during the first six (6) months of the contract. Price increases may be considered for contracts which are renewed for an additional twelve month period with prices being effective November 1 of that extension year. Requests for price increases shall be submitted no later than September 15 of the extension year. Requests for price increases shall be in the form of a letter from the Contractor. This letter must indicate the contract number, the commodity number(s) and the new price(s) for each item for which a change is being requested. Enclosed with the request for price increase and the price adjustment format must be a copy of the manufacturer's notice of actual cost increase. The manufacturer's notice shall identify the product(s) by brand name and product order number and shall indicate the price increase as well as the contractor's new cost for the item(s). The manufacturer's notice must also be signed by an authorized corporate official, with printed name, title, address and phone number to allow for state verification of price increase.

The manufacturer's pricing notice must be certified as the index used by the manufacturer in the normal conduct of business nationwide. The contractor must also submit a copy of the manufacturer's published price list which must include evidence of the price increase.

Upon such receipt of such request for price increase the Office of Purchasing and Travel will either approve or disapprove the request and will notify the contractor prior to the proposed effective date. If approved, the new prices will take effect on the effective date set forth in this paragraph.

- 2.5 Price Decreases. The state shall be advised of, and receive the benefit of, any price decrease during the term of the contract. Notification and implementation of price decreases shall be in compliance with the procedures set forth in Section 2.4. Failure by the contractor to notify the state of price decreases from the manufacturer shall be cause for cancellation of the contract and shall be cause for disqualification from bidding for a period of 24 months.
- 2.6 Freight F.O.B. Agencies and Governing Authorities. All quotations shall be F.O.B. destination. The term F.O.B. destination shall mean delivered inside any state agency and when applicable, any local government agency within the State of Mississippi, with all charges for transportation and unloading paid by the Contractor.
- 2.7 Delivery. The contractor shall be required to maintain or to have available for his own use an inventory sufficient to make shipment within the time stated in the bid. Maximum

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delivery is five (5) days after receipt of order. Total orders shall be delivered within five (5) days After Receipt of Order (ARO). If the vendor cannot deliver the total order within this time frame, the vendor shall notify the Office of Purchasing and Travel and the buying entity the reason they cannot deliver all items within the five (5) days. Each instance will be counted as a failure to comply with the contract. (See Contract Compliance, Section 5.1 of the Instructions and Special Conditions.) Bids which indicate a delivery time of greater than five (5) days ARO will be rejected.

- 2.8 Special Delivery. Orders may be placed that require special handling that incurs extra charges. Examples of special delivery are delivery to a P. O. located within the State of Mississippi, or delivery by special carrier; for example, air freight. When such orders are incurred, the Contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering agency. A copy of these charges must accompany the invoice.
- 2.9 Minimum Order Quantity. The minimum order dollar amount is \$100. State agencies purchasing less than \$100 will not be required to buy from the contract vendor. Vendor may honor the price for orders of less than \$100.
- 2.10 Procurement Card. The vendor awarded this office supplies contract will be required to accept the State of Mississippi Small Purchase Procurement Card for purchases of contract items.
- 2.11 Packaging. All packaging shall conform to the current standards acceptable to the trade and required by Interstate Commerce Commission (ICC) regulations.
- 2.12 Discrimination. The bidder understands that the State is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other such discrimination; and the bidder, by signing this bid, agrees during the term of the agreement that the bidder will strictly adhere to this policy in its employment practices and provision of products or services.
- 2.13 Minority Vendor Status. Bidders should indicate if they or any of the distributors they list are considered Minority Vendors. Minority Vendor means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; or a Woman.
- 2.14 E-Verify Compliance - If applicable, Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As

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used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor/Seller further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor/Seller to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (2) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (3) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.

2.15 Suspension and Debarment Certification. By submitting this electronic bid, the bidder is certifying that neither the bidder nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

2.16 Reports. At the end of the term or as directed by the Office of Purchasing and Travel, the Contractor shall furnish a complete summary of all items sold during the contract period. This summary shall include the product id number, description of item, units sold and prices.

An additional report must indicate each state agency and other governmental entity to which sales have been made, the location of each, and the total dollar sales generated to date. The report should be compiled in Excel. Failure to comply with these requests will result in disqualification from bidding.

2.17 Notice of Award Review. Upon completion of the bid evaluation process, the Office of Purchasing and Travel will distribute a Notice of Award through the State of Mississippi e-procurement system. Upon receipt of this notification the vendor should review the Bid Award and notify the Office of Purchasing and Travel of any errors by a specified date. The specified date will be considered to be the "evaluation review deadline."

Vendors who claim to have made an error on their bid and can provide adequate documentation to substantiate the claim may withdraw the bid without penalty anytime on or before the evaluation review deadline. Any vendor who withdraws a bid after the evaluation review deadline shall be disqualified from bidding for a period of 24 months. Any intent to withdraw must be made in writing.

### 3. BID INSTRUCTION

3.1 Bid Package. The bid package consists of the following:

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- General Conditions
- Instructions and Special Conditions
- Specifications

- 3.2 **Submission of Bids.** All bids must be submitted electronically through the State of Mississippi e-procurement system.
- 3.3 **Packaging.** Packaging information is provided in the State of Mississippi e-procurement system and on the Qualified Products List (QPL). It is imperative that you review the QPL for specific units of measure. *Always refer to the QPL for the units of measure.*
- 3.4 **Manufacturer's Brand Name.** You must enter the manufacturer/brand name for each item being bid in the State of Mississippi e-procurement system *exactly as it appears on the QPL*. Failure to include this information *shall* result in your bid being rejected.
- 3.5 **Manufacturer's Model Number.** You must enter the manufacturer number for each item being bid in the State of Mississippi e-procurement system *exactly as it appears on the QPL*. Failure to include this information *shall* result in your bid being rejected.
- 3.6 **Recycled Product.** You must answer "Yes" or "No" in the State of Mississippi e-procurement system, to the question, "Is this item a recycled product per Section 2 of the Specifications document?"

## 4. EVALUATION AND AWARD

- 4.1 **Rejection.** The Office of Purchasing and Travel reserves the right to reject any bid. Prices for individual commodities that are inconsistent or unrealistic when compared to other prices in the same or other bids may be rejected if such action would be in the best interest of the State.
- 4.2 **Bidder's Qualification.** Bidders must, upon request of the State, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The Department of Finance and Administration and the Office of Purchasing and Travel reserve the right to make the final determination as to the bidder's ability.
- 4.3 **Award.** The State will award all items to one vendor on a statewide basis.
- 4.4 **Award Criteria.** The award will be made to the best bid. Factors to be considered in determining the best bid include:
- Bottom Line Figure
  - Conformity with Specifications
  - Responsibility of the Bidder

Bidders must bid all items listed. Failure to do so will be cause for rejection of bid.

- 4.5 **Recovered Materials.** Mississippi law requires that specifications be written so as to promote the use of commodities made from recovered materials. Therefore, bidders are

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asked to consider offering a commodity made from recovered materials; provided, however, that any commodity bid must be equal in quality, weight, texture, and color to the commodity required by these specifications. Also, if bidding a recycled item, this item must be listed in the Qualified Products List.

Commodities made from recovered materials shall be defined in the specifications. Commodities made from recovered materials will be given a preference in the award procedure as follows:

The low bid which meets specifications will be determined as set forth in Section 4.4.

If the low bid meeting specifications is made from recovered materials, then the award will be made to the vendor offering the low bid.

If the low bid is not made from recovered materials, then the award will be made to the low bid meeting specifications which is made from recovered materials; provided, however, that the price paid may not be more than 10% higher than the lowest bid received.

If there are no bids for recycled commodities within 10% of the lowest bid, then the award will be made to the vendor offering the lowest bid.

- 4.6 Recycle Preference. Bidders must enter “Yes” or “No” in the State of Mississippi e-procurement system if bidding a recycled commodity. (See Section 3.6)

## 5. CONTRACT ADMINISTRATION

- 5.1 Contract Compliance. All bidders should note that the awarded vendor will be expected to meet all specifications of this bid. As per Section 15.1 of the General Conditions, any failure to perform is cause for cancellation of a bid contract. Contract will be monitored closely to ensure vendor compliance. If problems occur, they will be reviewed and discussed with the vendor and the vendor will be expected to rectify all problems promptly. Once the Office of Purchasing and Travel has received five (5) written, substantiated and verified complaints on an awarded vendor regarding noncompliance of any of the contract terms and conditions, that vendor's contract will be canceled and that vendor will be disqualified from bidding for a period of 24 months.

- 5.2 Inquiries. Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.

- 5.3 Assignment. No Contract may be assigned, sublet, or transferred without the written consent of the Director, Office of Purchasing and Travel.

- 5.4 Contract Distribution. After Contract is awarded, it will be available on the following websites:

[https://www.ms.gov/dfa/contract\\_bid\\_search/home.aspx](https://www.ms.gov/dfa/contract_bid_search/home.aspx)

<http://www.dfa.ms.gov/Purchasing/Contracts.html>

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5.5 Billing Instruction. Invoices are to be billed to the address shown on individual Purchase Orders.

5.6 Invoices and Payments. After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make prompt payment. Any questions concerning payment should be addressed to the user agency.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

5.7 Bid Tabulation Review. All vendors are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by vendors. Upon completion of the evaluation process, the Office of Purchasing and Travel will notify the vendor who has submitted the apparent low bid meeting specifications. (See Section 2.17)

Vendors may request copies of bid tabulations and evaluations pursuant to the Public Records Act 25-61 et. Seq., MS Code of 1972.

5.8 Bid Review Schedule. Unless otherwise indicated, the following bid review schedule will be adhered to. Any questions concerning the evaluation or award must be received by the Office of Purchasing and Travel on or before the evaluation review deadline.

- Bid Opening: April 21, 2015, 2:00 p.m.
- Evaluation Process: April 21 - 24, 2015
- Distribution of Apparent Award: April 27, 2015
- Evaluation Review Period: April 27 - 28, 2015
- Evaluation Review Deadline: April 29, 2015
- Effective Date: May 1, 2015

This schedule may be revised to later dates if situations warrant such revisions.

## 6. SPECIFICATIONS

6.1 Qualified Products Only. Bidders must bid on the brand name and model number listed on the Qualified Products List unless documents are provided stating the manufacturer has been bought by another manufacturer or the product number has been changed. Alternates or substitutions will not be considered. Vendors wishing to have their products approved for future contracts should obtain a copy of the State of Mississippi Approval Format for Office Supplies from the Office of Purchasing and Travel.

**If there is a conflict between the information in the General Conditions and the Instructions and Special Conditions, the information in the Instructions and Special Conditions takes precedence.**